

AFFILIATION AGREEMENT REGARDING EDUCATIONAL COURSES

BETWEEN

THE CITY OF LOS ANGELES
(POLICE DEPARTMENT)

AND

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

LAPD AGREEMENT NUMBER C107437 (COUNCIL FILE NUMBER 08-3090)

CITY CONTRACT NUMBER C-107437 -

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AGREEMENT No _____

BETWEEN

THE CITY OF LOS ANGELES (LAPD)

AND

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

AFFILIATION AGREEMENT REGARDING EDUCATIONAL COURSES

THIS AGREEMENT (the "Agreement") is made and entered into by and between the CITY of Los Angeles, a municipal corporation organized and existing under the laws of the State of California, acting by and through its Los Angeles Police Department (hereinafter referred to as "LAPD" or "Police Department"; the City and LAPD are hereinafter collectively referred to as the "CITY") and Santa Clarita Community College District (hereinafter referred to as the "DISTRICT") to provide DISTRICT approved educational courses through the City of Los Angeles Police Department's Law Enforcement Training Program.

RECITALS

WHEREAS, the CITY conducts training programs designed for entry level and advanced police personnel; and

WHEREAS, the CITY desires to affiliate with the DISTRICT in order to have such educational training courses approved for college credits through the DISTRICT; and

WHEREAS, the DISTRICT is an accredited, educational institution empowered to grant college credits for educational training courses; and

WHEREAS, on December 3, 2008 the City Council authorized the Chief of Police to execute this Agreement (CF No. 08-3090).

NOW, THEREFORE, the parties hereto, for the mutual covenants set forth below, agree as follows:

AGREEMENT

RESPONSIBILITIES OF DISTRICT

The DISTRICT shall offer, at the location specified by the CITY, mutually agreed upon and approved educational courses to meet the needs of the Police Department's Law Enforcement Training Program.

The DISTRICT shall routinely review the qualifications of the training instructors, referred to as "On-site Supervisors" and evaluate the quality of instruction and instructional materials to ensure that they meet the needs of the students and the accreditation requirements of the DISTRICT.

The DISTRICT shall assist the CITY in student registration procedures, associated paperwork, and other support services to adequately manage the Agency's course curriculum.

The DISTRICT shall provide equipment assistance, materials and other support, including but not limited to refurbished personal computers, projectors, screens, and white boards.

The DISTRICT shall provide the use of its facilities, free of charge, for use by the CITY, on an as-needed, space available basis for LAPD programs. To the extent possible, the DISTRICT shall provide use of said facilities during normal business hours.

RESPONSIBILITIES OF CITY

The CITY shall provide support staff, equipment, materials, day-to-day management support, on-site supervision and other related services necessary to conduct the educational course offered under the Agreement.

The CITY shall designate one or more members of LAPD's training staff who will have the responsibility of ensuring that the instructional aspects of this Agreement are in compliance with the statutory requirements for educational training courses offered pursuant to affiliation agreements such as this Agreement. The CITY shall ensure the LAPD's on-site supervisors execute such on-site supervisor agreements as may be required to comply with state laws and regulations applicable to this Affiliation Agreement.

The CITY shall provide the DISTRICT with all educational course information necessary for the DISTRICT to determine if a specific course meets the requirements for college credits, and is thus approved by the DISTRICT as a course to be offered under this Agreement. Such information shall be provided to the DISTRICT as soon as practicable prior to commencement of each fiscal year, or as soon as the information is available if the course is developed after commencement of the fiscal year.

The CITY shall provide the DISTRICT with all necessary application, enrollment and grade information for students enrolled in the training program. This information shall be provided to the DISTRICT no later than ten (10) working days from the closing date of each class session submitted for reimbursement under this Agreement.

The CITY shall use payments received for support services, as specified in Section 5 below, for educational and training related expenditures as they pertain to the Agency Training Program. The CITY shall have the discretion of how the support is directed.

JOINT RESPONSIBILITIES

The CITY and the DISTRICT shall each work in good faith to implement this Agreement and shall use best efforts to resolve any disputes informally.

The DISTRICT shall notify the CITY in writing of whether a course meets the requirements for course credits and will be processed by the DISTRICT as a course to be offered for college credit under this Agreement. The DISTRICT shall provide such notice within ten (10) working days of receipt of the course information provided by the CITY under Section 2.C., above.

The CITY shall coordinate with the DISTRICT to ensure that all personnel, equipment, and materials used in carrying out the parties' responsibilities under this Agreement conform to State of California mandated standards governing instructional programs for community colleges.

The CITY and the DISTRICT shall conduct all aspects of this Agreement in accordance with all applicable sections of Title 5 of the California Code of Regulations, including but not limited to Sections 51006, 53410, 55002, 55005, 55230-55232, 55805.5, 58051c-g, 58051.5, 58055, 58056, 58058(b), 58100-58106, Education Code Section 78015 and guidelines for institutional service agreements between college districts and public agencies as published by the Chancellor's Office of the California Community Colleges.

RATE OF PAYMENT FOR SERVICES

In consideration for the materials and equipment provided and support services rendered, the DISTRICT shall pay to the CITY a fee based on the number of personnel trained. The fee shall provide a gross amount to reimburse the CITY for direct and indirect costs associated with the training offered under this Agreement. Such fee shall be calculated to provide reimbursement to the CITY for direct costs that shall be:

\$ 3.00 per student per contact hour.

The fee rates to be paid to the CITY as specified above are based on the funding rate per contact hour applicable to the DISTRICT for the current Fiscal Year net after all enrollment fees are deducted. If the CITY exercises its option to extend the term of this Agreement beyond the initial five-year period, pursuant to Section 8 below, the fee to be paid by the DISTRICT to the CITY shall be reviewed by the parties and any mutually agreed upon adjustments to the rate shall be incorporated into the amendment to this Agreement extending the term of the Agreement.

It is understood by the DISTRICT and the CITY that should the DISTRICT be in an "over cap" or "unfunded growth" situation wherein the DISTRICT is generating more student enrollments than the California Community College funding formula will provide revenue for, the DISTRICT and the CITY shall work in good faith to make necessary adjustments to the payment for services provisions of this Agreement. Specifically, the

DISTRICT may reduce the number of student contact hours upon which it pays the above-defined fee in direct proportion to the reduction in revenue the DISTRICT experiences as a result of an "over cap" or "unfunded growth" condition.

The DISTRICT shall inform the CITY within five (5) days of when the DISTRICT has reached eighty percent (80%) of the enrollment levels that would lead to an "over cap" or "unfunded growth" situation.

5. METHOD OF PAYMENT

All payments by the DISTRICT to the CITY under this Agreement shall be subject to verification by the Chancellor's Office of the California Community Colleges and other appropriate State of California agencies and AGENCY audit entities. Classes offered under this Agreement, which do not meet State requirements or DISTRICT policy shall not be considered when computing the payment under this Agreement. Payment for services will be limited to courses that qualify for college credit, as determined by the DISTRICT, pursuant to Section 3.B, above.

The DISTRICT shall pay the CITY two (2) payments for each fiscal year (each fiscal year begins on July 1 and ends on June 30), as specified below.

Annual Initial Payment

On or before January 30 of each year, The LAPD shall submit to the DISTRICT an invoice for the estimated payment due based on LAPD'S records of the number of student contact hours for courses taught during the immediately preceding months of July through December

The DISTRICT shall make an annual initial payment to the CITY within thirty (30) days of receipt of LAPD's invoice, based on the DISTRICT's records of the number of student contact hours for courses taught during the immediately preceding months of July through December.

The DISTRICT shall transmit the annual initial payment along with a written report that provides specific details explaining the calculation of the annual initial payment being made and explaining any variation between the estimated amount due that was provided by AGENCY and the amount actually being paid by the DISTRICT. The DISTRICT shall also provide the CITY with source data and associated developmental documentation that support the number of courses taught, the number of student taught, the number of student contact hours, applicable student fees, the calculation of the annual initial payment being made, and any variation between the estimated amount due that was provided by the CITY and the amount actually being paid by the DISTRICT.

Annual Final Payment

On or before July 15 of each year, the CITY shall submit to the DISTRICT an invoice for the estimated payment due based on LAPD's records of the number of student contact hours for courses taught during the immediately preceding months of January through June.

The DISTRICT shall make an annual final payment within thirty (30) days of receipt of LAPD's invoice, based on the DISTRICT's records of the number of student contact hours for courses taught during the immediately preceding months of January through June, and any applicable adjustments made pursuant to Section 4 above.

The DISTRICT shall transmit the annual final payment along with a written report that provides the specific details explaining the calculation of the annual final payment being made, including any adjustments made pursuant to Section 4.B, above, and explaining any variation between the estimated amount due that was provided by LAPD and the amount actually being paid by the DISTRICT. The DISTRICT shall also provide the CITY with source data and associated developmental documentation that support the number of courses taught, the number of students taught, the number of student contact hours, applicable student fees, the calculation of the final yearly payment being made, including all adjustments made pursuant to Section 4.B above, and any variation between the estimated amount due that was provided by LAPD and the amount actually being paid by the DISTRICT.

6. LIABILITY

The DISTRICT and the CITY agree that each will assume the full liability imposed by law upon it or any of its officers, agencies, or employees for injury or damage caused by its negligent or wrongful act or omission occurring in the performance of this Agreement. Each party further agrees for itself, its officers, agencies, employees, contractors, consultants, licenses, invites, and volunteers to defend with counsel reasonably acceptable to the indemnified party, to indemnify and to hold the other harmless from any and all liability, actual or alleged, including court costs and reasonable attorney's fees, which may arise from the acts of omissions of the indemnitor or its aforesaid affiliates of any tier.

In the event that third-party loss is attributed to the negligence or wrongful act or omission of both parties, the ultimate financial responsibility of each party shall be proportionate to its percentage of fault as determined by mutual agreement between the parties or by a court of competent jurisdiction.

This mutual indemnification shall survive termination of this contract or final payment therefore.

VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

TERM OF AGREEMENT, EXTENSIONS AND TERMINATION

This Agreement shall commence on July 1, 2008 and shall terminate on June 30, 2013, and may be extended for additional periods of one year or portion thereof, for a maximum of five (5) additional years, upon mutual agreement in writing between the parties. The City of Los Angeles Police Chief is authorized to exercise such options to extend the term of the Agreement on behalf of the CITY.

Notwithstanding the foregoing, this Agreement may be terminated by either party at anytime, with or without cause, upon written notice given to the other party at least one hundred twenty (120) days prior to the date specified for such termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other party accruing prior to the date of such termination. Each party shall be released from all obligations or performance, which would otherwise accrue subsequent to the date of such termination. Neither party shall incur any liability to the other by reason of such termination.

AUTHORITY OF THE AGENCY

The City of Los Angeles Chief of Police shall have full authority to administer this Agreement on behalf of the City of Los Angeles. This includes, but is not limited to, the right to terminate, amend, extend, modify or alter specific terms in accordance with the terms of this Agreement.

The CITY shall have full access and authority to audit all pertinent records of the DISTRICT concerning this Agreement. To such end, the DISTRICT shall provide the CITY access to said records within forty-eight (48) hours of written notice by the CITY, and the DISTRICT shall cooperate fully to facilitate CITY audits.

NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

DISTRICT: President
Santa Clarita Community College District
26455 North Rockwell Canyon Road
Santa Clarita, CA 91355

With copies to:

Office of Instruction
College of the Canyons
26455 North Rockwell Canyon Road
Santa Clarita, CA 91355

AGENCY: Chief of Police
Los Angeles Police Department
150 North Los Angeles Street
Los Angeles, California 90012

With copies to:

Commanding Officer
Los Angeles Police Department
Continuing Education Division
1880 North Academy Drive
Los Angeles, California 90012

WAIVER

No waiver of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

GOVERNING LAWS

This Agreement shall be interpreted according to the laws of the State of California.

AGREEMENT

This writing and any amendments thereto, constitute the entire agreement between the parties. This Agreement may not be altered or modified except by the express written consent of both the CITY and DISTRICT. Each party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The CITY acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees of the Santa Clarita Community College District.

IN WITNESS WHEREOF, the Board of Trustees of the Santa Clarita Community College District has caused the Agreement to be subscribed by its Chairperson and the seal of said Board to be hereto affixed and attested by the Executive Officer thereof, and AGENCY has caused the same to be subscribed in its behalf by its duly authorized officer.

CITY OF LOS ANGELES

SANTA CLARITA COMMUNITY COLLEGE

By 
WILLIAM J. BRATTON
Chief of Police

Date

11/14/09

By 
MITJL CAPET, Ph.D.
Assistant Superintendent / Vice President of Instruction

Date

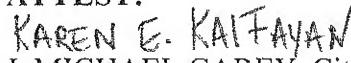
APPROVED AS TO FORM:

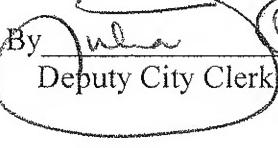
ROCKARD J. DELGADILLO, City Attorney

By 
TERRY MARTIN BROWN
Assistant City Attorney

Date 11/14/09

ATTEST:


KAREN E. KAITAYAN
J. MICHAEL CAREY, City Clerk

By 
Julia
Deputy City Clerk

Date 11-14-09



Agreement Number C - 107431